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LIMITED POWER OF ATTORNEY

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In connection with Bayview Financial Acquisition Trust 1998-1, Bayview Financial Acquisition Trust 1998-A, Bayview Financial Acquisition Trust 1998-B, Bayview Financial Acquisition Trust 1999-A, Bayview Financial Mortgage Loan Trust 1999-B, Bayview Financial Mortgage Loan Trust 1999-C, Bayview Financial Mortgage Loan Trust 2000-B, Bayview Financial Mortgage Loan Trust 2000-C (each a "Trust" and collectively, the "Trusts"), First Union National Bank, as trustee or indenture trustee of each of the Trusts (hereinafter called the "Trustee") hereby appoints InterBay Funding, LLC ("InterBay") as its true and lawful attorney-in-fact to act in the name, place and stead of the Trustee for the purposes set forth below. This Limited Power of Attorney is given pursuant to Section 4.05 (a) of the applicable Sale and Servicing Agreement or Transfer and Servicing Agreement, as wet forth on Schedule A attached hereto, to which reference is made for the definition of all capitalized terms herein, and Section 2.4 of the applicable Servicing Agreement, as set forth on Schedule A attached hereto.

Now therefore, the Trustee does hereby constitute and appoint InterBay the true and lawful attorney-in-fact of the Trustee and in the Trustee's name, place and stead with respect to each Mortgage Loan for the following, and only the following, purposes:

1. Consistent with the terms of the applicable Servicing Agreement, to execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
2. Consistent with the terms of the applicable Servicing Agreement, (i) to prepare, execute and deliver, on behalf of the Trustee, any and all financing statements, continuation statements and other documents or instruments necessary to maintain the lien on each Mortgaged Property and related collateral; and, modifications, waivers, consents, amendments, discounted payoff agreements, forbearance agreements, cash management agreements or consents to or with respect to any documents contained in the related servicing file; and any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other instruments comparable to any of the types of instruments described in (i), and (ii) institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature, and to appear in and file on behalf of the Trustee such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
3. Consistent with the terms of the applicable Servicing Agreement, to execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits,

notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Trustee in connection with foreclosure, bankruptcy and eviction actions.

4. Consistent with the terms of the applicable Servicing Agreement, to endorse and/or assign checks or negotiable instruments received by InterBay as a Mortgage Loan Payment.
5. The Trustee intends that this Limited Power of Attorney be coupled with an interest and is not revocable.
6. The Trustee further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that InterBay may lawfully perform in exercising those powers by virtue hereof.
7. The Trustee further grants to InterBay the limited power of substitution (and subsequent revocation) of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in our name, and hereby ratifying and confirming all that the attorney-in-fact, or substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers.

InterBay shall indemnify, defend and hold harmless the Trustee and the Securityholders, and their respective successors and assigns, from and against any and all claims, losses, costs, expenses (including, without limitation, attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by InterBay pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney, or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, the Indenture Trustee has executed this Limited Power of Attorney this 1st day of August, 2000.

FIRST UNION NATIONAL BANK,
as Indenture Trustee

By: [Signature]
Name: ROBERT ASHBAUGH
Title: VICE PRESIDENT

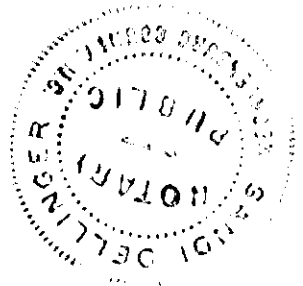
STATE OF NORTH CAROLINA)
COUNTY OF Mecklenburg)

The foregoing instrument was executed before me in the County of Mecklenburg, this 28 day of Sept, 2000, by Robert Ashbaugh, Vice President of First Union National Bank, a national banking association, on behalf of the association, after being authorized so to do.

[Signature]
Notary Public

SANDI DELLINGER
MECKLENBURG, NC

My Commission expires: My Commission Expires August 30, 2004



Prepared by: First Union National Bank
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Charlotte, North Carolina 28288
(305)-646-4000

Return to: Underwood Law Firm
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Jackson, Mississippi 39206
(601) 981-7773

EXHIBIT A

EXHIBIT A

<u>Trust</u>	<u>Agreement</u>	<u>Servicing Agreement</u>
1998-1	Pooling and Servicing Agreement dated as of May 1, 1998 among Bayview Financial Acquisition Trust, First Union National Bank and Norwest Bank Minnesota, National Association, as amended by an amendment thereto dated as of October 30, 1998	Amended and Restated Servicing Agreement dated as of March 31, 2000 between M&T and First Union National Bank
1998-A	Transfer and Servicing Agreement dated as of September 1, 1998 among Bayview Financial Acquisition Trust, Bayview Financial Acquisition Trust 1998-A, First Union National Bank and Norwest Bank Minnesota, National Association, as amended pursuant to an amendment thereto dated as of October 30, 1998	Amended and Restated Servicing Agreement dated as of March 31, 2000 between M&T and Bayview Financial Acquisition Trust 1998-A
1998-B	Transfer and Servicing Agreement dated as of November 1, 1998 among Bayview Financial Acquisition Trust, Bayview Financial Acquisition Trust 1998-B, First Union National Bank and Norwest Bank Minnesota, National Association	Amended and Restated Servicing Agreement dated as of March 31, 2000 between M&T and Bayview Financial Acquisition Trust 1998-B
1999-A	Transfer and Servicing Agreement dated as of January 1, 1999 among Bayview Financial Acquisition Trust, Bayview Financial Acquisition Trust 1999-A, First Union National Bank and Norwest Bank Minnesota, National Association	Amended and Restated Servicing Agreement dated as of March 31, 2000 between M&T and Bayview Financial Acquisition Trust 1999-A
1999-B	Transfer and Servicing Agreement dated as of May 1, 1999 among Bayview Financial Acquisition Trust, Bayview Financial Acquisition Trust 1999-B, First Union National Bank and Norwest Bank Minnesota, National Association	Amended and Restated Servicing Agreement dated as of March 31, 2000 between M&T and Bayview Financial Acquisition Trust 1999-B

1999-C	Transfer and Servicing Agreement dated as of November 1, 1999 among Bayview Financial Acquisition Trust, Bayview Financial Mortgage Loan Trust 1999-C, First Union National Bank and Norwest Bank Minnesota, National Association	Amended and Restated Servicing Agreement dated as of March 31, 2000 between M&T and Bayview Financial Acquisition Trust 1999-C
2000-A	Transfer and Servicing Agreement dated as of February 1, 2000 among Bayview Financial Acquisition Trust, Bayview Financial Mortgage Loan Trust 2000-A, First Union National Bank and Norwest Bank Minnesota, National Association	Amended and Restated Servicing Agreement dated as of July 1, 2000 between M&T and Bayview Financial Acquisition Trust 2000-A
2000-B	Transfer and Servicing Agreement dated as of April 1, 2000 among Bayview Financial Property Trust, Bayview Financial Mortgage Loan Trust 2000-B, First Union National Bank and Norwest Bank Minnesota, National Association	Amended and Restated Servicing Agreement dated as of July 1, 2000 between M&T and Bayview Financial Acquisition Trust 2000-B
2000-C	Transfer and Servicing Agreement dated as of July 1, 2000 among Bayview Financial Property Trust, First Union National Bank and Wells Fargo Bank Minnesota, National Association	Servicing Agreement dated as of July 1, 2000 between InterBay and Bayview Financial Mortgage Loan Trust 2000-C